

CITY OF SPRINGDALE
Committee Agendas
Monday, May 20th, 2019
Multipurpose Room #236
City Administration Building
Meetings begin at 5:30 p.m.

Ordinance Committee by Chairman Mike Overton:

1. **An Ordinance** authorizing the Mayor and City Clerk to enter into a contract with the Downtown Springdale Alliance to promote, preserve, and enhance downtown Springdale, and to facilitate the implementation of the downtown master plan; to waive competitive bidding; and for other purposes. Item presented by, Jill Dabbs, Executive Director for Downtown Springdale Alliance. **2-8**
2. **An Ordinance** amending Chapter 114 of the Code of Ordinances of the City of Springdale, Arkansas; declaring an emergency; and for other purposes. Item presented by Ernest Cate, City Attorney. **9**

Street & CIP Committee by Chairman Rick Evans:

3. **A Resolution** authorizing the execution of an engineering services contract for the realignment of two intersections on Park Street. Item presented by Wyman Morgan, Director of Administration and Financial Services, and Brad Baldwin, Director of Engineering and Public Works. **10**
4. **A Resolution** expressing the willingness of the City of Springdale, Arkansas to utilize Federal-aid Transportation Alternatives Program (TAP) funds for the construction of the Spring Creek Trail, Phase II. Item presented by Brad Baldwin, Director of Engineering and Public Works. **11**
5. **A Resolution** expressing the willingness of the City of Springdale, Arkansas to utilize Federal-aid Transportation Alternatives Program (TAP) funds for the construction of Dean's Trail Phase III. Item presented by Brad Baldwin, Director of Engineering and Public Works. **12**

Police & Fire Committee by Chairwoman Amelia Williams:

6. **A Resolution** authorizing the purchase of car cameras for the Police Department. Item presented by Chief of Police Mike Peters. **13**

Finance Committee by Chairman Jeff Watson:

7. **A Resolution** authorizing an amendment to the contract with SCM Architects and appropriating funds for the amendment. Item presented by Kathy Jaycox, Council Member. **14**

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A CONTRACT WITH THE DOWNTOWN SPRINGDALE ALLIANCE TO PROMOTE, PRESERVE, AND ENHANCE DOWNTOWN SPRINGDALE, AND TO FACILITATE THE IMPLEMENTATION OF THE DOWNTOWN MASTER PLAN; TO WAIVE COMPETITIVE BIDDING; AND FOR OTHER PURPOSES.

WHEREAS, in 2015, the City Council for the City of Springdale, Arkansas, passed an Ordinance establishing the Downtown Master Plan for downtown Springdale;

WHEREAS, the intent of the Downtown Master Plan is to promote, preserve, and enhance the development, preservation, and beautification of Downtown Springdale, which benefits all the residents of the City of Springdale;

WHEREAS, incorporated herein by reference and attached hereto as Exhibit "A" is a contract between the City of Springdale and the Downtown Springdale Alliance ("the DSA"), allowing for the DSA to perform certain services for the City of Springdale related to the Downtown Master Plan, as set out in the contract, for the total sum of \$50,000.00;

WHEREAS, because the DSA is actively involved in promoting, preserving, and enhancing Downtown Springdale, they are in a unique position to provide the services to the City of Springdale, and therefore, the requirement of competitive bidding should be waived as it is not deemed feasible or practical in this case;

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SPRINGDALE, ARKANSAS:

Section 1: That the Mayor and City Clerk are hereby authorized to enter into said Contract, which is incorporated herein by reference, with the Downtown Springdale Alliance, and to pay the sum not to exceed \$50,000.00 to the Downtown Springdale Alliance, as set out in the Contract, said money to be paid from general fund.

Section 2: That because of the exceptional circumstances set out herein, competitive bidding is not deemed feasible or practical for the reasons previously stated herein, and is therefore waived.

Section 3: Emergency Clause. It is hereby declared that an emergency exists and this ordinance, being necessary for the preservation of the health, safety and welfare of the citizens of Springdale, Arkansas, shall be in effect immediately upon its passage and approval.

PASSED AND APPROVED this ____ day of _____, 2019.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, CITY CLERK

APPROVED AS TO FORM:

Ernest B. Cate, CITY ATTORNEY

CONTRACT FOR SERVICES

This Contract for Services entered into this _____ day of _____, 2019, by and between the City of Springdale, Arkansas, (hereafter “City”) and Downtown Springdale Alliance (hereafter “DSA”) pursuant to the following terms and conditions:

WHEREAS, DSA is a not-for-profit entity organized exclusively to promote, encourage, develop, engage participation in and support the beautification and preservation of the City of Springdale downtown core and surrounding areas; and

WHEREAS, a downtown area has been identified by the City consisting of approximately 675 acres from U.S. Highway 71-B on the west to Arkansas Highway 265 on the east and Huntsville Avenue on the north and Quandt Avenue/Caudle Avenue on the south (hereafter sometimes referred to as “Downtown”); and

WHEREAS, DSA has specifically designated Downtown as that part of Springdale to devote its attention to the promotion, preservation, enhancement, engagement, business development, and marketing; and

WHEREAS, DSA has previously engaged in a contract for the City, and through this agreement, seeks to continue those services in a defined manner by providing services relevant to City projects in Downtown; and

WHEREAS, the promotion, development, enhancement, engagement, marketing and business development of Downtown is vital to City in that a vibrant, healthy, active, commercial and inhabited Downtown is necessary for the future growth and continued sustainability of City; and

WHEREAS, City has undertaken to construct public facilities Downtown consisting of a revitalization of Shiloh Square, Realignment of Razorback Regional Greenway across Emma Avenue, and connecting Downtown to Mt. Fitzgerald via protected bike lanes; and

WHEREAS, in order to fund and maintain such public facilities and to enact the Downtown Master Plan, it is vital to have a vibrant Downtown with an infrastructure that promotes the Downtown and to have a tax base both in terms of ad valorem tax and sales taxes that will not only fund and promote City, but the Downtown and general services available to City to promote the general safety, preserve the health, promote the prosperity and improve the order, comfort and convenience of the City and its inhabitants; and

WHEREAS, private entities including Tyson Foods, Inc., have moved offices Downtown, which requires an expansion of not only infrastructure provided by the public sector, but also services provided by private investment, including but not limited to retail, entertainment, restaurants, offices, medical services, and the like to serve those persons who are, and will be, inhabiting Downtown, as well as working therein; and

WHEREAS, there are numerous vacant buildings in the Downtown which if occupied by the private sector will provide a solid tax base both in terms of ad valorem taxes and sales taxes and otherwise, such as vacancy Downtown could cause a blight upon a portion of the City thereby having a negative impact both in terms of safety and the health and welfare of its inhabitants; and

WHEREAS, City does not have the ability to provide the services to be rendered as outlined herein below and has no staff nor office in the City devoted to such services; and

WHEREAS, no other entity, public or private, is providing the services to the inhabitants and citizens of the City of Springdale, Arkansas, nor to the City that are to be provided herein; and

WHEREAS, City has the inherent authority to enter into this Contract pursuant to A.C.A. § 14-54-101 and §14-55-102; and

WHEREAS, services provided herein by DSA are unique and City finds it impractical and unfeasible to obtain the services provided herein through a formal competitive bidding and has, by appropriate action of its City Council, waived such requirement of bidding; and

WHEREAS, pursuant to Arkansas law, it is required that a formal contract be developed between City and DSA to establish that City is not merely making a contribution to DSA, but that City will and shall receive unique benefits from this contractual agreement;

NOW, THEREFORE, in consideration of the mutual agreements contained herein, the parties as follows:

1. CONSIDERATION: City shall pay and DSA agrees to accept a sum in the amount of \$50,000.00 as consideration for the services to be rendered as set forth in this Contract to be paid bi-annually during the First business

Monday of Second Quarter and the First business Monday of the Fourth Quarter.

2. TERM: The term of this Contract shall be from _____, _____, 2019, to _____, _____, 20____.
3. SERVICES TO BE PROVIDED: DSA's primary purpose, which is aligned with the City's goals, is "To Promote a Vibrant Downtown Springdale. In consideration of the funds paid by the City, DSA will provide the following specific services:
 - a. Public Space, Community Events Calendar:
 - i. Organize, and advertise public events through operation, updating, and maintenance of the Downtown Public Events Calendar.
 - ii. Accept, review, and approve or disapprove all requests to reserve Shiloh Square.
 - iii. Accept, review, and approve or disapprove requests for public and private events that result in the closing of Emma Avenue to vehicular traffic.
 - iv. Through the Public Events Committee, coordinate and approve applications for public events wishing to use public spaces within the Downtown area. The Committee is comprised of city staff from Police, Planning, Parks, Public Works, & Public Relations.
 - v. Provide liaison services to property owners and interested parties for the development, implementation, and revision of shared public space use by assisting with development and ongoing revision of rules and regulations for Downtown public space use.
 - vi. It is anticipated that DSA will provide acceptance, review, and approval or disapproval for all requests to reserve Luther George Park, following planned revitalization and renovation.
 - b. Contact point for Downtown Development:
 - i. Assist owners and interested parties in answering questions related to Downtown Master Plan.
 - ii. Serve as ambassador to new developments, and re-developments for properties within Downtown.
 - iii. Consult with land owners, interested parties, and City on review, creation, and implementation of new codes and ordinances for Downtown, and alignment with the Downtown Master Plan.

- iv. Continued organizing outreach and public meetings for advertising, educating, and implementing the Downtown Master Plan on a semi-annual basis at a minimum, such meetings are to promote developments in alignment with the Downtown Master Plan, and next steps in pursuit of the Downtown Master Plan.
- v. Work with the City regarding the possible creation of Designated Entertainment Districts, pursuant to Act 812 f 2019 (codified at Ark. Code Ann. §14-54-1412).
- c. Beautification
 - i. DSA will serve a consultant role with City horticulturist and City departments in furthering greening efforts in Downtown, and public spaces.
- d. Economic Services
 - i. Actively engage in business recruitment, retention and expansion in Downtown, focusing on retail, restaurant and entertainment needs to support a growing workforce
 - ii. Be a point of contact between City and Downtown businesses related to City infrastructure improvement efforts, from street closures, utility service work, greening efforts, public space improvements.

City acknowledges, understands and agrees that several of these functions are ongoing and may continue beyond the term of this contract.

4. REPORTING: DSA shall submit, not less than bi-annually, reports prepared by DSA to City identifying and accounting for social engagement through metrics; public space events processed by DSA, Public Events Committee and reflected on Public Events Calendar; meetings by DSA personnel with residents, Downtown businesses and businesses outside of Downtown related to development in Downtown; and business retention and expansion data when available.
5. STATUS OF DSA: The parties agree that DSA shall be deemed an independent contractor in every respect and shall take all steps at its expense and pursuant to the use of its materials and its method of operations, including those tasks requested by City. City does not, and will not, assume any responsibility for services provided by DSA. Furthermore, the parties mutually agree and understand that City has no financial interest in DSA and is not deemed to be or construed to be a partner, joint venture or investor in DSA.

6. NON-ASSIGNMENT: DSA understands and agrees that the services to be rendered are to be rendered by DSA and shall not be subcontracted or assigned to any other party or person without the express written consent of City.
7. COMPLIANCE WITH LAW: DSA agrees that in the performance of this Contract, it shall comply with all local, state and federal laws and regulations, including but not limited to bans on discrimination on the basis of race, sex, color, national origin, gender or disability. DSA further recognizes that, as it relates to the specific funds provided herein by the City, some of its activities are likely subjected to the Freedom of Information Act ("FOIA"), and accordingly, it will comply with the FOIA as it relates to requests for information pertaining to the use of such funds. The funds given in consideration of the serviced by DSA in the agreement are exclusive to the implementation of the consideration by DSA. Funds provided herein are separate from DSA other non-FOIA revenues, donations, and compensation. DSA is not a public entity, is not primarily funded by public funds, and is otherwise a private independent entity separate and apart from City.
8. DISCLAIMER: The parties hereto acknowledge that this Contract is for the providing of the services listed herein and this Agreement in no way suggests the City endorses or agrees with any position taken by DSA or any groups affiliated with it.
9. NON-APPROPRIATION: DSA recognizes that the funding provided for in this Contract is contingent upon the appropriation of public funds by the City. If City does not appropriate monies for this Contract, there shall be no penalty assessed against City and this Contract shall be null, void and of no effect.
10. COMPLETE AGREEMENT: It is agreed that neither party hereto is relying upon any oral or written information or representations made by the other prior to the signing of this Contract unless expressly provided herein, and that this Contract constitutes the entire agreement between the parties and same shall not be hereafter amended or modified unless reduced to writing and signed by the parties hereto.
11. SEVERABILITY: If any provision of this Contract is declared to be invalid or unenforceable, the remainder of this Contract and the application of such provision to the other party of circumstances shall not be affected thereby,

the provisions of this Contract being severable in any such instance. If any sentence or portion shall be adjudged to be invalid or unenforceable, then that article shall be deemed to be amended to delete therefrom the portion adjudicated to be invalid or unenforceable.

12.AUTHORITY: The parties hereto agree that by the execution of this Contract, the persons signing this Contract herein below have been authorized by the respective bodies to lawfully enter into this Contract and bind each of the parties hereto.

IN WITNESS WHEREOF, the parties have set their hands the date first above written.

CITY OF SPRINGDALE

By: _____
Mayor

WITNESS:

City Clerk

City Seal:

DOWNTOWN SPRINGDALE ALLIANCE

By: _____
Jill Dabbs, Executive Director

ORDINANCE NO. _____

**AN ORDINANCE AMENDING CHAPTER 114 OF THE
CODE OF ORDINANCES OF THE CITY OF SPRINGDALE,
ARKANSAS; DECLARING AN EMERGENCY; AND FOR
OTHER PURPOSES.**

WHEREAS, it has come to the attention of the City Council for the City of Springdale, Arkansas, that vehicles parking in front of mailboxes so as to impede the delivery of mail needs to be addressed;

WHEREAS, Chapter 114 of the Code of Ordinances of the City of Springdale, Arkansas, needs to be amended to add a provision prohibiting the parking of vehicles on City streets during certain times, so as to ensure the proper delivery of mail in the City of Springdale, Arkansas; and

WHEREAS, it is in the best interests of the citizens of the City of Springdale, Arkansas, that Chapter 114 of the Code of Ordinances of the City of Springdale, Arkansas, be amended as specified herein.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS:

Section 1: Chapter 114 of the Code of Ordinances of the City of Springdale, Arkansas, is hereby amended to add a new section to read as follows:

Sec. 114-59. Blocking mailbox prohibited.

- (a) A person may not park a vehicle on a city street in front of and blocking a mailbox from 8:00 a.m. until 5:00 p.m., Monday through Saturday. This prohibition of parking shall not be applicable or enforced on any day that USPS does not deliver mail such as all Federal Holidays.
- (b) Any person violating any parking provisions of this division shall be subject to the penalties in section 1-9.

Section 2: All other provisions of Chapter 114 of the Code of Ordinances of the City of Springdale, Arkansas, not specifically modified herein shall remain in full force and effect.

Section 3: Emergency Clause. It is hereby declared that an emergency exists and this ordinance being necessary for the preservation of the health, safety and welfare of the citizens of Springdale, Arkansas, shall be effective immediately upon its passage and approval.

PASSED AND APPROVED this _____ day of _____, 2019.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE EXECUTION OF AN
ENGINEERING SERVICES CONTRACT FOR THE
REALIGNMENT OF TWO INTERSECTIONS ON PARK STREET**

WHEREAS, the City of Springdale is planning a realignment of the intersections of Park St./Emma/Berry and Park St./Caudle/Powell, and

WHEREAS, using the procurement procedures required by State Law, the program management team has selected Garver, LLC as the most qualified engineering firm for this project, and

WHEREAS, the contract has been submitted for approval with a fee not to exceed \$204,550, and

WHEREAS, project construction has been estimated to be \$1,900,500 including the cost of right-of-way/easement acquisition and utility relocation.

**NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL
FOR THE CITY OF SPRINGDALE, ARKANSAS,**

Section 1. Expenditures for this project will be paid from the 2018 Street Bond Construction Fund.

Section 2. The Mayor and City Clerk are hereby authorized to execute an engineering services contract with Garver, LLC for engineering services relating to the realignment of intersections on Park Street.

Section 3. The Mayor is hereby authorized to execute change orders to this contract provided the cumulative total does not exceed 10% of the original contract price.

Section 4. The Mayor is hereby authorized to institute eminent domain proceedings in any instance that an agreement has not been reached with the property owner regarding the amount of just compensation to be paid for the acquisition of property and easements for this project. All settlements proposed by the Mayor that exceed the appraised value will be presented to the City Council for approval.

PASSED AND APPROVED this 28th day of May, 2019

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney

RESOLUTION NO. _____

**A RESOLUTION EXPRESSING THE WILLINGNESS OF
THE CITY OF SPRINGDALE, ARKANSAS TO UTILIZE
FEDERAL-AID TRANSPORTATION ALTERNATIVES
PROGRAM (TAP) FUNDS FOR THE CONSTRUCTION OF
THE SPRING CREEK TRAIL, PHASE II.**

WHEREAS, the Northwest Arkansas Regional Planning Commission has recently approved Federal-aid Transportation Alternatives Program funds for the project at the following Federal and City participating ratios, up to the maximum Federal-aid available:

Type Work	Work Phase	Federal%	City%
Construction of The Spring Creek Trail	Construction	80	20
	Construction Engineering	80	20
City projects programmed but not let to contract	All Phases	-0-	100

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, THAT:

SECTION 1: The City of Springdale will participate in accordance with its designated responsibility in this project including maintenance of this project.

SECTION II: The Mayor or his designated representative is hereby authorized and directed to execute all appropriate agreements and contracts necessary to expedite the construction of this project.

SECTION III: The City pledges its full support and hereby authorizes the Arkansas State Highway and Transportation Department to initiate action to implement this project.

PASSED AND APPROVED this 28th day of May, 2019.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED:

Ernest B. Cate, City Attorney

RESOLUTION NO. _____

**A RESOLUTION EXPRESSING THE WILLINGNESS OF
THE CITY OF SPRINGDALE, ARKANSAS TO UTILIZE
FEDERAL-AID TRANSPORTATION ALTERNATIVES
PROGRAM (TAP) FUNDS FOR THE CONSTRUCTION OF
DEAN'S TRAIL PHASE III.**

WHEREAS, the Northwest Arkansas Regional Planning Commission has recently approved Federal-aid Transportation Alternatives Program funds for the project at the following Federal and City participating ratios, up to the maximum Federal-aid available:

Type Work	Work Phase	Federal%	City%
Construction of Dean's Trail Phase III	Construction	80	20
	Construction Engineering	80	20
City projects programmed but not let to contract	All Phases	-0-	100

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE
CITY OF SPRINGDALE, ARKANSAS, THAT:**

SECTION 1: The City of Springdale will participate in accordance with its designated responsibility in this project including maintenance of this project.

SECTION II: The Mayor or his designated representative is hereby authorized and directed to execute all appropriate agreements and contracts necessary to expedite the construction of this project.

SECTION III: The City pledges its full support and hereby authorizes the Arkansas State Highway and Transportation Department to initiate action to implement this project.

PASSED AND APPROVED this 28th day of May, 2019.

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED:

Ernest B. Cate, City Attorney

RESOLUTION NO. 46-19

**A RESOLUTION AUTHORIZING THE PURCHASE
OF CAR CAMERAS FOR THE POLICE
DEPARTMENT**

WHEREAS, The Police Department is in need of replacing several car cameras that are not working, and

WHEREAS, the Police Department has obtained a quote from Watch Guard of \$447,815 plus sales tax for seventy-five (75) car camera systems and four (4) interview room cameras, and

WHEREAS, the quote from Watch Guard is based on their contract with the National Association of State Procurement Officials therefore competitive bidding is not required, and

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL
FOR THE CITY OF SPRINGDALE, ARKANSAS, that**

Section 1. Expenditures for this purchase will be paid from the General Fund unless further action is taken by City Council.

Section 2. The Mayor is hereby authorized to purchase the car cameras for the Police Department for the total price of \$447,815 plus sales tax.

PASSED AND APPROVED this 14th day of May, 2019

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING AN AMENDMENT TO THE
CONTRACT WITH SCM ARCHITECTS AND APPROPRIATING
FUNDS FOR THE AMENDMENT**

WHEREAS, the City of Springdale would like to expand the Animal Shelter project by adding a community room and a clinic, and

WHEREAS, **there** are no funds available in the 2018 bond construction fund to cover this addition, and

WHEREAS, the Springdale Animal Shelter Foundation has agreed to reimburse the City for the cost of this amendment, and

**NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL
FOR THE CITY OF SPRINGDALE, ARKANSAS,**

Section 1. The 2019 budget of the Animal Shelter is hereby amended by increasing the appropriation for Professional Services by \$48,276 from the Smith donation.

Section 2. The Mayor and City Clerk are hereby authorized to execute a contract amendment with SCM Architects for \$48,276.

PASSED AND APPROVED this 28th day of May, 2019

Doug Sprouse, Mayor

ATTEST:

Denise Pearce, City Clerk

APPROVED AS TO FORM:

Ernest B. Cate, City Attorney